

1 AN ACT concerning residential tenancies.

2 Be it enacted by the People of the State of Illinois,
3 represented in the General Assembly:

4 ARTICLE I. GENERAL PROVISIONS AND DEFINITIONS

5 Section 1-1. Short title. This Act may be cited as the
6 Residential Renters' Rights and Responsibilities Act.

7 Section 1-5. Purposes; rules of construction.

8 (a) This Act shall be liberally construed and applied to
9 promote its underlying purposes and policies.

10 (b) The underlying purposes and policies of this Act are:

11 (1) to simplify, clarify, modernize, standardize,
12 and revise the law governing the rental of dwelling units
13 and the rights and obligations of landlords and tenants;

14 (2) to encourage landlords and tenants to maintain
15 and improve the habitability, safety, and quality of
16 housing, and to deter actions that have a negative impact
17 upon the habitability, safety, and quality of housing;
18 and

19 (3) to supplement, enhance, and add to already
20 existing federal, State, and local law, so as to provide
21 a baseline of rights and remedies for residential
22 renters, and to preempt local and State law only to the
23 extent that they deny, restrict, or otherwise diminish
24 the rights and remedies contained herein.

25 Section 1-10. Supplementary principles of law
26 applicable. Unless displaced by the provisions of this Act,
27 the principles of law and equity, including, but not limited
28 to, the law relating to capacity to contract, mutuality of
29 obligations, principal and agent, real property, public

1 health, safety and fire prevention, estoppel, fraud,
2 misrepresentation, duress, coercion, mistake, bankruptcy, or
3 other validating or invalidating cause supplement provisions
4 of this Act.

5 Section 1-15. Implicit repeal. This Act is intended as
6 unified coverage of its subject matter. No part of it is to
7 be construed as impliedly repealed by subsequent legislation
8 if that construction can reasonably be avoided.

9 Section 1-20. Application. This Act applies to,
10 regulates, and determines rights, obligations, and remedies
11 under a residential lease, wherever made, for a dwelling
12 place located within this State.

13 Section 1-25. Exclusions. Unless created to avoid the
14 application of this Act, the following arrangements are not
15 governed by this Act:

16 (a) occupancy in emergency and transitional shelters
17 that provide no more than 120 days of housing without rent
18 being paid;

19 (b) occupancy of less than 30 consecutive days in a
20 hotel subject to the Hotel Operators' Occupation Tax Act;

21 (c) residence at an institution if that residence is
22 incidental to the provision of medical, geriatric,
23 educational, counseling, religious, or similar service;

24 (d) occupancy under a contract for sale of a dwelling
25 unit or the property of which it is a part, if the occupant
26 is the purchaser or the person who succeeds to the
27 purchaser's interest;

28 (e) occupancy by an owner of a condominium unit or a
29 holder of a proprietary lease in a cooperative; or

30 (f) residential relationships governed by the Mobile
31 Home Landlord and Tenant Rights Act.

1 Section 1-30. Subject matter jurisdiction. All courts of
2 general jurisdiction may decide disputes arising from any
3 violation of this Act. All violations of this Act are germane
4 to actions for possession under Article IX of the Code of
5 Civil Procedure.

6 Section 1-35. Notice.

7 (a) Except for notices required by Article IX of the
8 Code of Civil Procedure, written notice shall be given either
9 in person or by first class mail. If not in person, landlords
10 shall be given notice at the address provided to the tenant
11 at the time the lease is entered, or any subsequently
12 reported address. If not in person, leaseholders shall be
13 given notice at the address of the rental unit or the
14 leaseholder's last known address, if different.

15 (b) Where notice is required, but it is not required to
16 be in writing, notice may be provided by any means that
17 actually accomplishes the necessary communication.

18 Section 1-40. Notice of termination. Notice required by
19 Article IX of the Code of Civil Procedure shall, in addition
20 to the methods provided therein, be given to the leaseholder
21 by properly addressed and stamped registered mail.

22 Section 1-45. Definitions. As used in this Act:

23 "Tenant" means a person entitled by written or oral lease
24 to occupy a dwelling place.

25 "Leaseholder" means a person who entered into a written
26 or oral lease for the occupancy of a dwelling place.

27 "Landlord" means the owner, agent, employee, lessor, or
28 sublessor, or the successor in interest of any of them, of a
29 dwelling place or the building of which the dwelling place is
30 a part.

31 "Owner" means one or more persons, jointly or severally,

1 in whom is vested all or part of the legal title to property,
2 or all or part of the beneficial ownership and a right to
3 present use and enjoyment of the premises, including a
4 mortgagee in possession.

5 "Dwelling place" means a structure or the part of a
6 structure that is used as a home, residence, or sleeping
7 place by one or more persons who maintain a household,
8 together with the common areas, land, and appurtenant
9 buildings thereto, and all housing services, privileges,
10 furnishings, and facilities supplied in connection with the
11 use or occupancy thereof, including garage and parking
12 facilities.

13 "Rent" means any consideration, including any payment,
14 bonus, benefits, or gratuity demanded or received by a
15 landlord for or in connection with the use or occupancy of a
16 dwelling unit, but excluding security deposits, late fees,
17 charges associated with damage caused by the tenant, utility
18 payments, and any other irregular or conditional charges.

19 Section 1-50. Due date. Where the Act permits a tenant to
20 withhold rent, the leaseholder's rental payment is deemed
21 paid on the date due, continuing for each date on which rent
22 is due until the condition permitting the tenant to withhold
23 rent is remedied.

24 ARTICLE II. CREATION OF TENANCY

25 Section 2-5. Application fees. The landlord shall not
26 charge any application fee. A landlord may charge for the
27 actual cost of running a credit report, in which case the
28 landlord shall provide the prospective leaseholder with a
29 copy of the full report. A landlord shall not charge for a
30 credit report if the prospective leaseholder presents an
31 unaltered copy of the prospective leaseholder's credit report

1 to the landlord and the report is less than 60 days old.

2 Section 2-10. Written lease agreements.

3 (a) All written leases must be in the language used to
4 negotiate the lease. A written lease that does not comply
5 with this term is unenforceable by the landlord.

6 (b) If the landlord and leaseholder enter into a written
7 lease, the landlord must tender to the leaseholder a copy of
8 the lease within 10 days of execution, and if the landlord
9 fails to do so, the lease is voidable in whole or in part.

10 (c) Any lease provision in conflict with the provisions
11 of this Act is void.

12 (d) Within 10 days of notice to the landlord that a
13 lease provision violates the terms of this Act, the landlord
14 shall offer an amended lease, different in terms to the
15 extent necessary to conform the lease to this Act. The
16 landlord's failure to do so within the 10 day period provided
17 shall subject the landlord to a claim for damages in the
18 amount of 2 months' rent plus costs and fees for each
19 affected tenant.

20 (e) If the landlord accepts a security deposit, the
21 landlord and the payor of the deposit shall be deemed to have
22 entered into a lease.

23 (f) A written lease may not include a provision in which
24 the tenant confesses judgment.

25 Section 2-15. Unconscionability.

26 (a) If the court finds:

27 (1) A lease or any provision thereof is
28 unconscionable when made, the court shall refuse to
29 enforce the agreement, enforce the remainder of the
30 agreement without the unconscionable provision, or limit
31 the application of any unconscionable provision to avoid
32 an unconscionable result.

1 (2) A settlement is unconscionable, the court shall
2 refuse to enforce the settlement, enforce the remainder
3 of the settlement without the unconscionable provision,
4 or limit the application of any unconscionable provision
5 to avoid an unconscionable result.

6 (b) If unconscionability is put into issue by a party or
7 by the court upon its own motion the parties shall be
8 afforded a reasonable opportunity to present evidence as to
9 the setting, purpose, and effect of the lease or settlement
10 to aid the court in making the determination.

11 Section 2-20. Agents.

12 (a) Concurrent with creation of either a written or oral
13 lease, a landlord must provide the leaseholder with the name,
14 street address, and phone number for the individual
15 responsible for making repairs to the unit, for collecting
16 rent, and for receipt of process. It is insufficient notice
17 to provide a post office box address.

18 (b) If the landlord fails to provide this notice, the
19 leaseholder may withhold rent until such time as the notice
20 is provided.

21 (c) If the dwelling place is purchased by a new owner,
22 the new owner must serve the notice required by subsection
23 (a) on the leaseholder, along with documentation proving that
24 title to the dwelling place has passed to a new owner. Until
25 the notice is served, the leaseholder may withhold rent.

26 Section 2-25. Security deposits.

27 (a) A landlord shall neither demand nor receive a
28 security deposit in excess of one month's rent.

29 (b) All security deposits shall be held in a federally
30 insured interest-bearing account in a bank, savings and loan
31 association, or other financial institution located in this
32 State. A security deposit and all interest earned on the

1 security deposit remain the property of the leaseholder. The
2 security deposit may not be commingled with the assets of the
3 landlord and shall not be subject to the claims of any
4 creditor of the landlord or of the landlord's successor in
5 interest, including a foreclosing mortgagee or trustee in
6 bankruptcy.

7 (c) Within 30 days of the end of each 12 month rental
8 period, the landlord shall pay directly to the leaseholder
9 all interest earned on the leaseholder's deposit for that
10 period.

11 (d) Violation of this Section shall subject the landlord
12 to a claim for damages in the amount of 2 times the security
13 deposit, plus interest, attorney's fees, and costs.

14 Section 2-30. Inventory checklists.

15 (a) Prior to or during the tenancy, the landlord shall
16 create an inventory checklist with the leaseholder detailing
17 the condition of the dwelling place. Concurrently, the
18 landlord shall supply a copy of any checklists completed with
19 the previous leaseholder to the new leaseholder. The
20 checklist shall detail the condition of all items in the unit
21 owned by the landlord including, but not limited to,
22 carpeting, draperies, appliances, windows, furniture, walls,
23 closets, shelves, paint, doors, plumbing fixtures, and
24 electrical fixtures. The checklist shall be signed by the
25 landlord and the leaseholder.

26 (b) Any damage to the dwelling place existing prior to
27 creation of the inventory checklist shall be presumed to have
28 existed prior to occupancy by the current leaseholder, absent
29 clear and convincing evidence to the contrary.

30 (c) The landlord must provide the leaseholder with a
31 copy of the leaseholder's checklist within 10 days of
32 completing the checklist.

1 Section 3-5. Tenant responsibilities.

2 (a) The tenant shall:

3 (1) comply with all obligations primarily imposed
4 upon tenants by applicable provisions of any building,
5 housing, or fire code materially affecting health and
6 safety;

7 (2) keep the part of the premises that the tenant
8 occupies and uses reasonably clean, within the limits
9 imposed by the condition of the premises;

10 (3) dispose of ashes, rubbish, garbage, and other
11 waste from the dwelling unit in a clean and safe manner;

12 (4) keep all plumbing in the dwelling unit or used
13 by the tenant reasonably clean, within the limits imposed
14 by the condition of the fixtures; and

15 (5) use in a reasonable manner all electrical,
16 plumbing, sanitary, heating, ventilating,
17 air-conditioning, kitchen, and other facilities and
18 appliances including elevators in the premises.

19 (b) The tenant shall not:

20 (1) deliberately or wantonly destroy, deface,
21 damage, impair, or remove a part of the premises or
22 knowingly permit any other person to do so;

23 (2) unreasonably disturb, or permit others on the
24 premises with the tenant's consent to unreasonably
25 disturb a neighbor's peaceful enjoyment of the premises;
26 or

27 (3) change the locks on the doors, except in case
28 of emergency. In case of emergency, the tenant may change
29 the lock, and, within 72 hours, shall give the landlord
30 notice that the locks have been changed and provide the
31 landlord with keys to all changed locks. If the emergency
32 is caused by the landlord's access to the unit and if the
33 tenant is terminating the tenancy because of a violation
34 of the tenant's right of quiet enjoyment, the tenant may

1 refuse to turn over the new keys until after the tenant
2 has vacated the unit.

3 (c) Any violation of this Section shall be remedied in
4 accordance with Section 3-15 of this Act or by an action to
5 evict the tenant.

6 Section 3-10. Tenants' right to organize.

7 (a) Legitimate tenant organizations have the right to
8 organize for the purpose of addressing issues related to
9 their living environment, which includes, but is not limited
10 to, the terms and conditions of their tenancy as well as
11 activities related to housing and community development. A
12 legitimate tenant organization has a right to use the
13 resources or personnel of outside organizers or community
14 organizations.

15 (b) A tenant organization is legitimate if it has been
16 established by the tenants of a building, is representative
17 of residents in the building or development, and is
18 completely independent of owners, management, and their
19 representatives, except that tenant organizations may accept
20 governmental subsidies intended to aid tenant groups.

21 (c) Individual tenants working to create or influence a
22 legitimate tenant organization have the same rights as a
23 legitimate tenant organization.

24 (d) Landlords must provide legitimate tenant
25 organizations with access to existing common areas for the
26 organization's activities.

27 (e) Landlords must permit legitimate tenant
28 organizations to communicate with other tenants by all
29 reasonable means.

30 (f) Landlords must give input from legitimate tenant
31 organizations reasonable consideration when making decision
32 about the property

33 (g) Landlords may not retaliate against legitimate

1 tenant organizations or outside organizers or community
2 organizations working with legitimate tenant organizations.

3 (h) A legitimate tenant organization has the right to
4 use any remedy established by this Act to the same extent as
5 an individual tenant.

6 (i) Protected activities include, but are not limited
7 to, the following:

8 (1) distributing leaflets in lobby areas;

9 (2) placing leaflets at or under tenants' doors;

10 (3) distributing leaflets in common areas;

11 (4) conducting door to door surveys of other
12 tenants to ascertain interest in establishing a tenant
13 organization and to offer information about tenant
14 organizations or tenant rights;

15 (5) initiating reasonable contact with tenants;

16 (6) posting information within the building;

17 (7) assisting tenants in tenant organization
18 activities; and

19 (8) convening regularly scheduled tenant
20 organization meetings in a space on site and accessible
21 to tenants, in a manner that is fully independent of
22 management representatives. In order to preserve the
23 independence of tenant organizations, management
24 representatives may not attend such meetings unless
25 invited by the tenant organization to discuss a specific
26 issue.

27 (j) Individuals and organizations injured by a violation
28 of this Section may seek injunctive relief, actual monetary
29 damages, and a penalty in the amount of twice the average
30 monthly rent paid by tenants in the building where the
31 organizational activities were intended to occur.

32 Section 3-15. Damage caused by the tenant. If a tenant
33 damages the tenant's rental unit beyond the normal wear and

1 tear of the unit, the landlord shall:

2 (a) Within 10 days of learning of the damage, give the
3 leaseholder written notice of the alleged damage, advising
4 the leaseholder of the leaseholder's right to discuss the
5 cause of the damage and the remedy for the damage with the
6 landlord.

7 (b) If no arrangement is reached between the landlord
8 and leaseholder within 10 days of receipt of the written
9 notice, the landlord shall give the leaseholder written
10 notice of the landlord's demand for repayment for the cost of
11 repair of the unit. The demand for repayment shall include
12 copies of all receipts for repair work to the premises. The
13 demand shall allow the leaseholder to pay for the repairs
14 within 30 days of the receipt of the demand.

15 (c) If the leaseholder pays the landlord the amount
16 demanded, the landlord cannot terminate the tenancy for the
17 damage caused.

18 (d) If the leaseholder fails to pay the amount demanded,
19 the landlord may serve the leaseholder with a notice of
20 termination of tenancy in accordance with Section 6-5 and
21 Article IX of the Code of Civil Procedure.

22 (e) If after serving notice of termination the landlord
23 files an eviction action, and the finder of fact determines
24 that the damages for which the landlord sought recovery
25 amounted only to reasonable wear and tear, the landlord shall
26 pay the leaseholder for all attorney's fees and costs
27 incurred defending the suit.

28 Section 3-20. Landlord's responsibilities.

29 (a) A landlord shall:

30 (1) comply with the requirements of applicable
31 building and housing codes materially affecting health
32 and safety;

33 (2) in a timely manner make all repairs and do

1 whatever is necessary to put and keep the premises in a
2 fit and habitable condition, including extermination and
3 snow and ice removal;

4 (3) keep all common areas of the premises in a
5 clean and safe condition;

6 (4) maintain in good and safe working condition all
7 electrical, plumbing, sanitary, heating, ventilating,
8 air-conditioning, and other facilities and appliances,
9 including elevators, supplied or required to be supplied
10 by the landlord;

11 (5) provide and maintain appropriate receptacles
12 and conveniences for the removal of ashes, garbage,
13 rubbish, and other waste incidental to the occupancy of
14 the dwelling unit and arrange for their removal;

15 (6) supply running water and reasonable amounts of
16 hot water, unless hot water is generated by an
17 installation within the exclusive control of the tenant
18 and supplied by a direct public utility connection, in
19 which case the landlord is prohibited from interfering
20 with the tenant's procurement of hot water;

21 (7) supply heat to inhabited rooms from September
22 15th of each year to June 1st of the following year at a
23 minimum temperature of 68 degrees Fahrenheit;

24 (8) not unreasonably interfere with the tenant's
25 quiet enjoyment of the unit;

26 (9) make security deposit records available during
27 office hours;

28 (10) provide a written receipt for any payment made
29 by the tenant or on behalf of the tenant to the landlord
30 within 10 days of receiving the payment. Each receipt
31 shall identify the amount received, the date on which the
32 amount was received, and the obligation the landlord
33 considered satisfied by the payment; and

34 (11) disclose to the tenants at the time the lease

1 is negotiated any arrangement for annual municipal
2 inspections touching on the dwelling unit.

3 (b) In addition to the remedies set forth in Section
4 3-30, which apply to subparagraphs (1) through (7) of
5 subsection (a), if a landlord acts in violation of this
6 Section a tenant may, during the time that the violation
7 continues, file suit for injunctive relief, actual damages,
8 attorney's fees, and costs.

9 Section 3-25. Landlord's right of entry.

10 (a) In an emergency, a landlord may enter a tenant's
11 unit to the extent necessary to respond to the emergency.
12 Within 48 hours of an emergency entrance, the landlord shall
13 give written notice to the leaseholder of the entry, and in
14 that notice shall disclose the actions taken.

15 (b) If entrance is not required to respond to an
16 emergency, the landlord may enter a tenant's unit only after
17 providing 48 hours notice to the tenant of the date and time
18 when the landlord will enter. Unless otherwise agreed, the
19 landlord may only enter the unit between the hours of 9:00
20 a.m. and 7:00 p.m. A landlord may only enter a unit for
21 purposes of accessing or providing maintenance or repair for
22 the unit, for any inspections required by the lease, or to
23 show the unit to a prospective renter.

24 (c) If the landlord violates this provision, the
25 leaseholder or tenant may file suit and shall be entitled to
26 2 months rent and attorney's fees.

27 (d) If the landlord violates this provision twice, the
28 leaseholder may terminate the lease.

29 (e) If the tenant unreasonably denies the landlord
30 entrance into the unit despite proper notice, the landlord
31 may seek injunctive relief or may seek possession of the
32 dwelling place with proper notice of termination in
33 accordance with Section 6-5 and Article IX of the Code of

1 Civil Procedure.

2 Section 3-30. Condition violation. If the condition of a
3 dwelling place falls below the standard required by this Act
4 due to the action or omission of the landlord, and if the
5 condition violation was not caused by the tenant so as to
6 permit the landlord to seek payment under Section 3-20, the
7 leaseholder may:

8 (a) Within 10 days of learning of the violation, give
9 the landlord written notice of the alleged damage, and permit
10 the landlord 10 days to remedy the violation.

11 (b) If the violation is not substantially remedied
12 within those 10 days, the leaseholder shall obtain an
13 estimate of the cost of repair. If the leaseholder fails to
14 obtain an estimate of the cost of repair, the leaseholder may
15 not withhold more than one month's rent to cover repair costs
16 actually paid by the tenant but may proceed under subsection
17 (d) of this Section so long as a reasonable person would
18 assume that the repair cost was greater than one month's
19 rent. No estimate need be obtained to proceed with remedies
20 for denial of an essential service.

21 (c) If the estimate of the repair is greater than one
22 month's rental payment, the tenant may pay for the repair and
23 deduct the actual cost of repair and cost of the estimate
24 from rent due.

25 (d) If the estimate of the repair is greater than one
26 month's rent, the leaseholder may pay one-half of the monthly
27 rental amount in satisfaction of the leaseholder's rental
28 obligation until the violation is substantially repaired. In
29 addition, the leaseholder may deduct the estimate from the
30 rent due.

31 (e) If the estimate of the repair is greater than one
32 month's rent, and if the landlord commences repair within the
33 10 days provided, but is unable to complete repair within

1 that time frame, the leaseholder may deduct 25% of the
2 monthly rental amount in satisfaction of the leaseholder's
3 rental obligation until the violation is substantially
4 repaired. However, if the landlord fails to make a good faith
5 effort to complete the repairs in a timely fashion, the
6 leaseholder may increase the withholding to 50% of the
7 monthly rental amount until the violation is substantially
8 repaired.

9 (f) If the violation amounts to a denial of an essential
10 services, such as failure to supply sufficient heat, running
11 water, hot water, electric gas, or other basic shelter issue,
12 the leaseholder may proceed with any remedy specified above.
13 In addition, the leaseholder may begin withholding rent
14 three-fourths of the monthly rent beginning the day after the
15 leaseholder gives the landlord notice of the denial of the
16 essential service. Concurrently, the tenant may procure
17 reasonable amounts of the essential service or services not
18 supplied and bill the landlord for the cost of that service,
19 or deduct the cost of service from the rent.

20 (g) If the violation of the essential service continues
21 for 72 hours, the leaseholder may either continue with the
22 remedies specified in subsection (f) of this Section, or may
23 give the landlord notice that the leaseholder will terminate
24 the lease and vacate the property at will.

25 Section 3-35. Prohibition of lock-out.

26 (a) A landlord shall not lock a tenant out of the
27 tenant's unit. The following actions constitute a lock-out:

28 (1) plugging, changing, adding or removing any lock
29 or latching device;

30 (2) blocking any entrance into the dwelling place;

31 (3) removing any door or window from the dwelling
32 place;

33 (4) interfering with services to the dwelling

1 place, including gas, hot or cold water, plumbing, heat,
2 or telephone service;

3 (5) removing the tenant's personal property from
4 the dwelling place;

5 (6) removing or incapacitating appliances or
6 fixtures;

7 (7) using force or violence to a tenant;

8 (8) threatening to use force or violence to a
9 tenant; or

10 (9) any other act making the dwelling place or any
11 part of the dwelling place or any personal property of
12 the tenants in the dwelling place inaccessible or
13 uninhabitable.

14 (b) The following actions do not constitute a lock-out:

15 (1) eviction by the sheriff after a judgment for
16 possession has been obtained through Article IX of the
17 Code of Civil Procedure;

18 (2) temporary interference with possession only as
19 necessary to make needed repairs or inspection and only
20 as provided by law and with proper written notice; or

21 (3) entry after tenants have abandoned a unit.

22 (c) Violation of this Section entitles the tenant to
23 both injunctive relief and damages. Injunctive relief
24 includes, but is not limited to, restoration of possession of
25 the tenant's dwelling place, personal property, utility
26 service, and relief against future interference. Damages
27 shall be either in the amount of twice the tenant's actual
28 damages or 6 times the monthly rent for the unit, whichever
29 is greater, plus attorney's fees and court costs.

30 Section 3-40. Fees.

31 (a) A landlord may not charge a tenant any fee in
32 addition to rent unless the fee:

33 (1) is disclosed on the lease and separately

1 initialed by the tenant;

2 (2) is not for maintenance of the dwelling place;
3 and

4 (3) is not in excess of the actual cost borne by
5 the landlord.

6 (b) A lease cannot include a leaseholder-paid fee for
7 late payment of rent or discount for early payment of rent in
8 excess of \$10 per month for the first \$500 in monthly rent
9 plus 5% per month for any amount of rent in excess of \$500.

10 ARTICLE IV. CHANGE IN TERMS OF TENANCY

11 Section 4-5. Rent increase.

12 (a) At the expiration of a lease term, a landlord may
13 demand any increase in rent desired subject to the following
14 notice requirements and subsection (e) of this Section.

15 (b) For rent increases of 5% or less, the landlord must
16 provide 30 days written notice of the increase before the
17 increase may take effect.

18 (c) For rent increases of greater than 5% and up to 10%
19 of the rental rate, the landlord must provide 60 days written
20 notice of the increase in rent before it may take effect.

21 (d) For rent increases of more than 10% of the rental
22 rate, the landlord must provide 90 days written notice of the
23 increase before it may take effect.

24 (e) A landlord with 10 or more building code violations
25 as cited by the given municipality's governing body may not
26 increase a tenant's rent until the violations have been
27 remedied.

28 Section 4-10. End of lease term. At the end of the lease
29 period, all leases for a term of greater than one month shall
30 revert to month-to-month tenancies under the same terms as
31 the expiring lease unless either the landlord or the
32 leaseholder give 30 days notice of the intent to change a

1 term in the lease other than rent.

2 Section 4-15. Sublease. Landlords must accept all
3 reasonable sublessees offered by the leaseholder under the
4 same terms provided to the original leaseholder, provided
5 that landlords renting subsidized units may refuse a sublease
6 so long as the landlord complies with the terms of the
7 subsidy affecting that unit.

8 Section 4-20. Duty to mitigate damages. If a leaseholder
9 gives notice of the leaseholder's intent to break a lease, or
10 if the landlord otherwise discovers that the tenant has
11 broken the lease or abandoned the dwelling place, the
12 landlord shall make all reasonable efforts to re-let the unit
13 at the same terms offered to the original leaseholder, or at
14 terms more reasonable to the prospective leaseholder. The
15 original leaseholder is responsible to the landlord only for
16 those damages that could not have been mitigated.

17 ARTICLE V. END OF LEASE TERM

18 Section 5-5. Closing inventory checklist. Upon notice to
19 the landlord that the leaseholder either will vacate the
20 dwelling place, or has vacated the dwelling place, the
21 landlord shall make himself or herself available to create a
22 closing inventory checklist before admitting a new tenant to
23 occupancy of the dwelling place. The closing inventory
24 checklist shall be on substantially the same form as the
25 inventory checklist. The landlord shall provide a copy of the
26 closing inventory checklist to the tenant within 10 days of
27 the creation of the checklist.

28 If the leaseholder is not reasonably available to create
29 a closing inventory checklist, the landlord may create the
30 closing inventory checklist without the leaseholder, but must
31 photograph any damage claimed beyond normal wear and tear on

1 the dwelling place, or be barred from seeking to recover for
2 that damage.

3 Section 5-10. Return of security deposits. The security
4 deposit and all interest earned thereon shall be returned to
5 the leaseholder within 10 days of the date on which the
6 leaseholder gave notice to the landlord that the tenant
7 vacated the unit unless: (i) the landlord is proceeding under
8 Section 3-15 of this Act for damage caused by the tenant; or
9 (ii) the leaseholder is behind in rent and the landlord has
10 withheld the amount from the security deposit equal to the
11 amount of rent owed.

12 Violation of this Section subjects the landlord to a
13 claim for damages in the amount of 2 times the security
14 deposit, plus interest, plus the leaseholder's attorney's
15 fees and costs.

16 If the landlord cannot with reasonable effort find a
17 replacement leaseholder so as to comply with this Section,
18 the landlord may present that as a defense to a claim under
19 this Section.

20 Section 5-15. Abandonment. Abandonment of the dwelling
21 unit shall be deemed to have occurred only when:

22 (a) written notice has been provided to the landlord by
23 the leaseholder indicating the leaseholder's intention not to
24 return to the dwelling unit;

25 (b) all tenants have been absent from the unit for a
26 period of 21 days, or for one rental period, whichever is
27 greater, the tenants have removed their personal property
28 from the premises, and rent for the period is unpaid; or

29 (c) all tenants have been absent from the dwelling place
30 for a period of 32 days and rent for that period is unpaid.

31 ARTICLE VI. LANDLORD'S ACTION TO TERMINATE POSSESSION

1 Section 6-5. Notice.

2 (a) The notice required to initiate an action for
3 forcible entry under Article IX of the Code of Civil
4 Procedure must also, in addition to the requirements of that
5 Code:

6 (1) state that the landlord is demanding that the
7 tenant leave the dwelling place on a date specified in
8 the notice;

9 (2) state the reasons for the landlord's action
10 with enough specificity so as to enable the leaseholder
11 to prepare a defense; and

12 (3) advise the tenants that if they remain in the
13 leased unit on the date specified for termination, the
14 landlord may seek to enforce the termination only by
15 taking the tenants to court, at which time the tenants
16 may present a defense.

17 Section 6-10. Right to terminate lease. After giving 2
18 months written notice, a leaseholder may terminate a lease if
19 the reason for the termination is:

20 (a) The purchase of residential property that will
21 become the leaseholder's primary residence.

22 (b) The need to relocate when either the leaseholder or
23 a member of the leaseholder's family accepts employment
24 located more than 50 miles from the dwelling place.

25 (c) The consolidation of households because of a
26 marriage.

27 Section 6-15. Right to cure. Within the period provided
28 by the notice to initiate action under Article IX of the Code
29 of Civil Procedure, the tenant may cure any lease violation,
30 whether for failure to pay rent or for material violation of
31 the terms of the lease or this Act. If the tenant cures the
32 lease violation within the time provided, the landlord may

1 not file an action to evict the tenant on that basis.

2 Section 6-20. Waiver. The landlord waives the right to
3 proceed with an action for nonpayment of rent if, at any time
4 before judgment, the landlord accepts the rent due and owing.

5 Section 6-25. Prohibition on retaliation.

6 (a) A landlord may not retaliate against a tenant
7 because the tenant has in good faith:

8 (1) complained of code violations in the dwelling
9 place or an illegal landlord practice to a government
10 agency, public official, or elected representative;

11 (2) complained of a code violation or an illegal
12 landlord practice to a community organization or the news
13 media;

14 (3) sought the assistance of the news media or a
15 community organization to remedy a code violation or an
16 illegal landlord practice;

17 (4) requested that the landlord make repairs in the
18 dwelling place;

19 (5) testified in court or in an administrative
20 proceeding about the condition of the dwelling place or
21 the building;

22 (6) testified in court or in an administrative
23 proceeding about the landlord's conduct as a landlord;

24 (7) refused any unwanted sexual advance made by the
25 landlord to the tenant; or

26 (8) exercised any right or remedy provided by law.

27 (b) Actionable retaliation shall include, but not be
28 limited to the following, if taken in retaliation for the
29 actions specified above:

30 (1) increasing rent;

31 (2) decreasing any service, including but not
32 limited to the provision of gas, heat, or electricity, or

1 use of facilities or common areas;

2 (3) making any alteration to the premises that has
3 an adverse effect upon the tenant;

4 (4) any threat of physical force or use of physical
5 force against the tenant or tenant's family member;

6 (5) any threat to use a government agency to cause
7 harm to the tenant or the tenant's family member,
8 including but not limited to incarceration, deportation,
9 or the loss of a government subsidy; or

10 (6) an attempt to terminate the tenancy of the
11 tenant.

12 (c) If a landlord acts in violation of this Section, the
13 tenant may commence a civil action in an appropriate circuit
14 court of this State not later than one year after the
15 occurrence of the violation. If the court finds that the
16 alleged violation occurred, the court shall award the
17 plaintiff the following relief:

18 (1) injunctive relief;

19 (2) an amount equal to 2 months' rent or twice the
20 actual damages sustained by the plaintiff, whichever is
21 greater;

22 (3) punitive damages, if appropriate; and

23 (4) attorney's fees.

24 (d) If a landlord retaliates against a tenant by
25 attempting to terminate the tenancy, any judgment obtained
26 thereby shall be voidable.

27 Section 6-30. Attorney's fees. The recovery of
28 attorney's fees for the prosecution of an action pursuant to
29 Section 9-106 of the Code of Civil Procedure is prohibited.